

12-24-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE 7



102631180

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Pass & Seymour Legrand

12-22-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Pass & Seymour, Inc. Internal Address:

Street Address: 50 Boyd Avenue

City: Solvay State: NY Zip: 13209

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State New York Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

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3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/15/03

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert E. Purcell

Internal Address: Wall Marjama & Bilinski LLP 4th Floor

Street Address: 101 South Salina Street

City: Syracuse State: NY Zip: 13202

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 3.41) \$ 265.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

Please charge deposit acct. 50-0289 for any deficiencies in recordation fee.

DO NOT USE THIS SPACE

9. Signature.

Robert E. Purcell

Name of Person Signing

Signature

12/19/03

Date

Total number of pages including cover sheet, attachments, and document: 4

12/23/2003 LNUJELLER 00000301 2751453

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 02 FC:8522

40.00 DP 225.00 DP

TRADEMARK REEL: 002884 FRAME: 0778

1. Additional name(s) of conveying party(ies):  
(Continued from Page 1)
  
2. Additional name(s) and address(es) of receiving party(ies):  
(Continued from Page 1)
  
3. Additional application number(s) or trademark number(s):  
(Continued from Page 1)

A. Trademark Application No.(s)

B. Trademark No.(s)

2,751,453

2,671,668

2,763,475

2,766,267

2,702,094

2,640,810

2,548,200

2,615,773

2,521,110

2,104,426

**Assignment of Trademarks**

WHEREAS, Pass & Seymour Legrand, a New York corporation, having an address of 50 Boyd Avenue, Solvay, New York 13209, (hereinafter "Assignor") is the owner of United States trademarks, and the registrations therefor, as identified on the attached Schedule A (hereinafter referred to as the "Marks" and the "Registrations"); and

WHEREAS, Pass & Seymour, Inc., a New York corporation, having an address of 50 Boyd Avenue, Solvay, New York 13209 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Marks and said Registrations therefor, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

NOW, THEREFORE, by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks and the Registrations therefor for the United States, and throughout the world, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof. Assignor represents that Assignee is a successor to the portion of business of the Assignor to which the Marks pertain.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to said Marks and said Registrations in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor, which shall include, without limitation, execution of any forms, statements or other documents required by any trademark office relating to the Marks or the Registrations listed in Schedule A. Notwithstanding the foregoing, Assignee shall be exclusively responsible for any fees or payments to third parties arising from such efforts.

Date: \_\_\_\_\_ 12/15/09

**PASS & SEYMOUR LEGRAND**

By: \_\_\_\_\_  
Joseph C. Wurz  
Vice President of Engineering

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS:**

Mark	Registration No.
SAFELOCK	2,751,453
WIREUP	2,671,668
ACTIVATE	2,763,475
ADVANTAGE 6	2,766,267
FIBERSMART	2,702,094
INNOVATE	2,640,810
VISIONPAK	2,548,200
DISPLAY IN A CAN	2,615,773
HANDY CORD	2,521,110
CREATE-A-PLATE	2,104,426